



**ORDER NO.:**

forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the Securities themselves, and the securities have the date of the repurchase agreement at a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third part, and segregated from other securities owned by the Bank.

(7) No security is approved hereunder which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

VI. The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the Commonwealth Transportation Commissioner, Deputy Commonwealth Transportation Commissioner or the Chief Engineer, the Bank shall pay the principle of the fund, or any specified amount thereof, to the Treasurer of Virginia for the account of the Department of Transportation.

VII. For its services hereunder the bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same by the Contractor.

VIII. The net income earned and received upon the principle of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank's fee or any other costs of administration such income shall be deemed a part of the principle of the fund.

IX. The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the contract are not affected hereby.

**WITNESS** the following signatures, all as of the day and year first above written

<p>By: _____ Contractor</p> <p>By: _____ Officer, Partner or Owner (Seal)</p> <p>ATTEST:</p> <p>_____ Bank Officer</p> <p>_____ Surety Company</p> <p>By: _____ Attorney-in-fact (Seal)</p> <p>_____ Address</p>	<p>By: _____ Chief Engineer or Contract Engineer</p> <p>By: _____ Contractor</p> <p>By: _____ Officer, Partner or Owner (Seal)</p> <p>_____ Bank</p> <p>By: _____ Vice-President</p> <p>_____ Surety Company</p> <p>By: _____ Attorney-in-fact (Seal)</p> <p>_____ Address</p>
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